

General rental conditions 2020 - 2021

These terms and conditions are part of the rental agreement between tenant and landlord. By signing this lease agreement, the tenant agrees with the below printed conditions.

These general rental conditions apply to:

- Villa Mignonne in Bargemon, France

Article 1. Booking and payment

A booking is valid from the moment the landlord has received the required down payment, being 25% of the total rental price. Paying of this down payment means that the tenant has read and agreed to the terms and conditions listed here. The prices of the House mentioned on the website are per week. The costs for cleaning and linen packages are mentioned separately – so not included in the rental weekprice - and will be paid at the start of the holiday in cash to the Concierge.

In the period from week 14 until week 44 the rental price includes the fee for the use of the House, including use of the fixed inventory, water, electricity and one full gas cylinder (for BBQ); in the period from week 45 until week 13 electricity costs € 0.25 per kilowatt/ hour.

There will be a deposit for every reservation of 25% of the rental price. This deposit must be paid within 5 days after signing of the lease and should be paid in the name of E. Voragen in Utrecht, The Netherlands. The account number is NL89 SNSB 0878625720 quoting the agreement number and the family name. For payments from abroad: the BIC code of the bank is SNSBNL2A.

The second payment – the remaining 75% of the rent and the deposit is to be received no later than 6 weeks before the start of the holiday by the landlord. If this has not occurred, the tenant will receive a letter or e-mail with the request to pay the remainder within 3 working days. Failure to do so will this be seen as cancellation by the tenant of the booking and a cancellation policy as set out in article 3a shall apply.

If the original booking takes place less than 6 weeks before the start of the rental period, the payment of the full rental price will be settled immediately.

When booked via AirBNB, the AirBNB payment conditions apply.

Article 2. Responsibilities

The landlord cannot be held responsible for any distortion, modification or unavailability of the stay by the customer, if this is the result of unforeseen or insurmountable events or events by nature beyond its control. The landlord cannot be held responsible for inconveniences caused by the work of third parties. The landlord does not accept any liability for personal injury and for loss, theft or damage of baggage, personal property or vehicle, as well as for costs, arising out of the reach of the holiday home on time due to delay.

Article 3a. Cancellation by the tenant

Any cancellation must be in writing and be reported by email to the landlord.

The landlord passes on the following amounts to the tenant, depending on the date of cancellation by the tenant:

- If cancelled more than 6 weeks before the start of the rental period: 25% of the total rent;
- If cancelled up to 6 weeks until the start date of the rental period: 100% of the total rent;

In case of cancellation the landlord has the right to offer the accommodation for rent again. If the House will be rented, tenant would have to pay the rent reduced by the amount that the landlord will receive from the new tenant over that period. In this case the old tenant will have to pay 25% of the total rental price, being the down payment, for additional administration-and acquisition-/advertising costs.

If the tenant does not use the House or leave this before the end of the rental period, there will be no refund.

We recommend to always have a cancellation insurance.

Article 3b. Cancellation by the landlord

If due to unforeseen circumstances, the landlord has to cancel the lease, the tenant will be informed immediately and there will be 100% refund of the payment. In consultation with the tenant the landlord will first search for an alternative accommodation.

Article 3c. Cancellation by measures due to Covid19 virus

If due to measures as a result of the Covid19 virus the landlord has to cancel the lease, the tenant will be notified immediately and a 100% refund of the payment is made. This must be measures that have a direct impact on the immediate vicinity of the house. Indirect measures such as canceled flights, closed restaurants, wearing masks, etc. are not included. The tenant is in no case entitled to additional compensation.

If the tenant wishes to cancel the lease due to measures as a result of Covid19 virus, the cancellation conditions as stated in Article 3a apply.

Article 4. Arrival and departure

The arrival in the holiday home will take place on Saturday from 04.00 PM, unless otherwise is agreed. The House must be vacated by 10.00 AM on the day of departure.

It is only possible to deviate from these arrival or departure times in consultation with the landlord. Additional costs may be charged for deviating arrival or departure times, varying between € 35 and € 55.

Article 5. Maximum number of occupants

The total amount of people staying in the holiday home must not exceed 6 people, unless prior permission has been granted by the landlord. If this number is exceeded, the Concierge has the right to deny access to these extra people. If at a later time, the Concierge determines that extra people come are staying in the House, 25% of the rent per additional person can be withheld from the deposit.

Article 6. Pets

Pets are allowed in the House, provided that the landlord agreed in advance. The tenant shall be responsible for food, etc.

It is strictly prohibited to allow pets in the pool; in the event that this fact is determined, € 350 will be withheld on the deposit for cleaning of the pool and filters.

Article 7. Deposit

The amount of this deposit is mentioned in the rental agreement. The deposit must be paid together with the second payment. The deposit will be refunded, after deduction of any additional costs for the recovery of any damage to the property, furniture or otherwise.

When booked via AirBNB, the AirBNB deposit conditions apply.

Article 8. Additional costs

If the total amount of the additional costs will be higher than the deposit, the tenant will need to pay the difference within 5 days after his return home to account number NL89 SNSB 0878625720 in the name of E. Voragen in Rumpt, indicating the agreement number and the family name. For payments from abroad: the BIC code of the bank is SNSBNL2A.

Article 9. Damage, theft and loss

The tenant is liable for damages to the accommodation, including the damage to or loss of (part of) the inventory, caused during the rental period, unless tenant can justify that he cannot be held responsible for the damage to him, his family members or guests. If the damage cannot be repaired, the new price of the object will be charged.

Any damage should be reported to the Concierge immediately. He will draw up a damage report to the landlord and based on this report an invoice will be sent to you upon your return home. Landlord has the right to settle this amount with the deposit, see article 7. Tenant is liable, and is responsible for claiming any damage to his insurance company. In case of theft and / or loss of his or her baggage and/or personal items tenant is solely responsible for handling this with his or her insurance company.

We recommend to always take a travel insurance.

Article 10. Cost recovery

The costs of normal maintenance and repair of defects due to regular use, are to be paid by landlord. In the event of defects, tenant must notify the Concierge immediately and follow his instructions as much as possible. Possible costs made by the tenant in this context, and after the Concierge has given approval to do so, will be refunded by landlord after presentation of specified invoices to be refunded.

Article 11. Swimming Pool

The swimming pool is accessible from early May to late September or in some cases shorter. The pool is cleaned once a week by the Concierge. Cleaning will take place in such a way / time that tenant has as little inconvenience as possible. Tenant is obliged to give the Concierge access to the swimming pool and the pool pump/filter. It may occur that, exceptionally, the swimming pool is temporarily in maintenance or repair, or the water needs to be cleaned. For any inconvenience as a result of that, we cannot accept responsibility.

The swimming pool is equipped with a pool-alarm, which is mandatory in France. Not using this alarm on complete risk of the tenant. Landlord is in no way liable for damage or injury caused by use of the swimming pool.

Article 12. Cleaning

The House is tidy and clean upon arrival. If this is not the case, then this must be reported immediately to the Concierge, so it can be re-established in proper condition, when needed. Upon departure, the tenant is to abandon the House tidy and broom clean. After departure of the tenant there will be a mandatory final cleaning. The costs of this final cleaning are to be paid in cash to the Concierge. On departure, all furniture, both indoor and outdoor, must be left in the same spot as upon arrival.

Article 13. Kitchen, bath and bed linen good

Per person a mandatory linen package will be provided which consists of kitchen, bath and bed linen. Use of this linen itself is free of charge, the costs of the linen package is for washing and ironing. The costs for the packages must be paid on the spot.

Article 14. Failure landlord

If the landlord fails to fulfil its obligations, the tenant is entitled to claim a refund of the total or partial rental fee. In case of sufficient proof of failure, the tenant has the right to dissolve the agreement without any intervention by the courts. If the tenant wants to exercise this right, he will notify the landlord in writing immediately. If agreed, the landlord will restitute the rental price in whole or in part, depending on the nature and the duration of the failure, immediately.

Article 15. Failure tenant

If the tenant has not paid the rental price on the due date or fails to comply with other obligations under this agreement, the landlord has the right to claim damage compensation. In case of sufficient proof of failure, the tenant has the right to dissolve the agreement

without any intervention by the courts. If the landlord wants to exercise this right, he will notify the tenant in writing immediately. Landlord keeps the right to compensation.

Article 16. Complaints and disputes.

In any case of complaints, tenant should initially contact the Concierge. If complaints cannot be settled satisfactorily, the tenant must contact the landlord as soon as possible so that he can try to settle any matter as best as possible.

The current contract is drawn up and should be interpreted in accordance to Dutch law. All disputes which might arise from this contract shall be subject to the exclusive jurisdiction of the Dutch District Court.